RECENT CASE NOTES

ADMIRALTY—MARITIME LIENS—NO LIEN ATTACHES WHERE SUPPLIES ARE FURNISHED TO OWNER OF FLEET.—The libellant company sold coal to a corporation owning a fleet of vessels and delivered it at the corporation's bins, from which it was taken from time to time to supply the vessels and also the corporation's factories. The understanding was that the law would afford a lien on the vessels for the purchase price of the coal. Thereafter the coal company libelled twelve of the steamers, asserting maritime liens for the value of either all the coal or of such parts of it as had been used by the libelled vessels respectively. *Held,* that there was no maritime lien, as the coal was not furnished to the vessels by the libellant but by the fleet owner. *Piedmont & George's Creek Coal Co. v. Seaboard Fisheries Co.* (1920, U. S.) 41 Sup. Ct. 1.

The principal element in a maritime lien on another's property is the creditor's power to cause the thing to be sold in order to have the debt paid out of the price. See 2 Jones, *Liens* (3d ed. 1914) 922; NOTES (1915) 15 COL. L. REV. 343. There has been confusion in the law as to when a materialman could enforce such a lien for repairs, supplies, or necessaries furnished to a vessel. Fitz-Henry Smith, Jr., *The Confusion in the Law Relating to Materialmen's Liens on Vessels* (1908) 21 HARV. L. REV. 332. Congress cleared away much of this confusion and overcame the evil results of several early decisions by statute in 1910. 36 U. S. Stat. at L. 604, U. S. Comp. St. 1916, secs. 7783-7787. This act does not define what is meant by "furnishing repairs, etc. . . . to a vessel." See Fitz-Henry Smith Jr., *New Federal Statute Relating to Liens on Vessels* (1911) 24 HARV. L. REV. 182, 200. The better view appears to be that a lien does not attach "unless the goods are actually put on board the ship, or else are brought within the immediate presence or control" of the master. *The Vigilancia* (1893, S. D. N. Y.) 58 Fed. 698; *The Geisha* (1912, D. D, Mass.) 200 Fed. 865. The mere fact that the delivery is made under a contract with the owner for supplying a fleet of vessels does not in itself prevent the acquiring of a maritime lien if the preceding requirement is met. In such cases, however, the lien does not operate against the fleet as a whole, but only against the separate vessels to the extent to which each has been served. *Astor Trust Co. v. White* (1917, C. C. A. 4th) 241 Fed. 57, L. R. A. 1917 E, 526, note; *The Alligator* (1908, C. C. A. 3d) 161 Fed. 37; Hughes, *Admiralty* (2d ed. 1920) 106. This requirement may be met by forwarding the supplies to a place indicated for the vessel by the order of one in authority. *The Yankee* (1916, C. C. A. 3d) 233 Fed. 919. If the supplies are furnished to the owner, the fact that they are subsequently used on his vessels will not of itself create a lien. This arises, if at all, at the time the supplies were furnished by the libellant and not from what may have happened subsequently. *The Cora P. White* (1917, D. D, N. J.) 243 Fed. 246. The decision in the principal case expresses very clearly, with abundant citations, what appears to be the generally accepted view.

ARMY AND NAVY—JURISDICTION OF COURTS-MARTIAL—CONSTITUTIONALITY OF SECOND ARTICLE OF WAR—END OF WAR.—The petitioners had been sentenced to dishonorable discharge from the army and to confinement in the United States Disciplinary Barracks. After execution of the dishonorable discharge and while in confinement, they were, on November 4, 1918, placed on trial before a general court-martial, charged with murder. On November 25, 1918, they were found guilty, after which they were sentenced to imprisonment in the United States penitentiary. They sought release on habeas corpus, contending that the